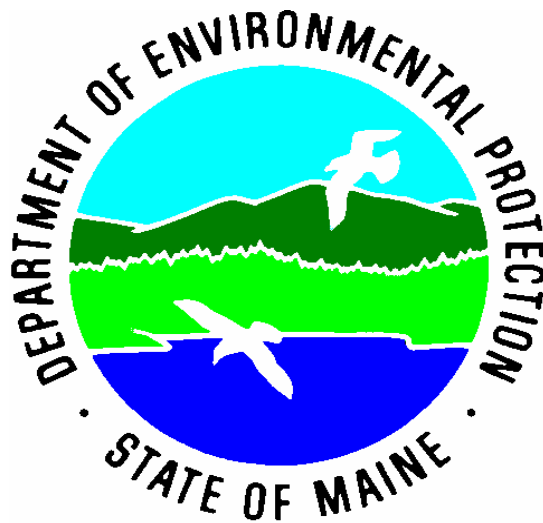


REQUEST FOR PROPOSALS

FY 2007 Grants for Nonpoint Source Pollution Control Projects

April 14, 2006



**Maine Department of Environmental Protection
Bureau of Land & Water Quality
Division of Watershed Management
17 State House Station
Augusta, Maine 04333**

**Agency Contact: Norm Marcotte (207) 287-7727
norm.g.marcotte@maine.gov**

Note to NPS RFP Users

Significant changes in the NPS RFP for this year:

1. Prerequisite for NPS Watershed Project to Restore TMDL Waterbodies.

EPA requires a Watershed-Based Plan meeting 9 minimum elements of watershed planning before receiving 319 funds for a NPS Watershed Project to implement BMPs to restore a TMDL waterbody. For more information see sections 1.5, 2.1E, and 2.1F.

Funding is available for successful applicants to help develop the Watershed-Based Plan.

2. NPS Watershed Management Plan

The RFP does not offer grants to develop a NPS Watershed Management Plan.

DEP finds this has been a strong tool to build local stewardship and protect watersheds. However DEP received only one proposal in the last 2 years; and we need to direct our watershed management planning efforts to help meet EPA's requirements for Watershed-Based Plans.

<p style="text-align: center;"><u>Request For Proposals</u> FY 2007 Grants for Nonpoint Source Pollution Control Projects Maine Department of Environmental Protection</p>

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REQUEST FOR PROPOSALS

FY 2007 Grants Nonpoint Source Pollution Control Projects Maine Department of Environmental Protection

SECTION 1 NPS GRANTS PROGRAM & PROCESS

1.1 Purpose and Overview

Maine DEP is seeking proposals to conduct Nonpoint Source Water Pollution Control Projects to restore or protect lakes, streams, or coastal waters that are polluted or considered threatened. Projects must be designed to achieve water quality improvements.

The Maine NPS Grants Program is administered by the Maine Department of Environmental Protection (MDEP) in consultation with the U. S. Environmental Protection Agency (EPA). Grants for projects will be funded with monies provided to Maine by the U.S. Environmental Protection Agency under Section 319(h) and 604(b) of the Federal Clean Water Act.

Under the RFP process, a review committee with representatives from MDEP, EPA, and other agencies evaluates proposals. The review committee funding recommendations are forwarded to EPA for review and approval in accordance with federal grant guidelines. Proposals selected for funding require final work plans that are approved by MDEP and EPA.

1.2 Organizations Eligible to Apply for a NPS Grant

Maine public organizations such as state agencies, soil and water conservation districts, regional planning commissions, watershed districts, municipalities, and nonprofit organizations with federal tax exempt status [501(c)(3)] are eligible to receive NPS grants.

1.3 Types of Projects

This RFP invites proposals for 2 types of projects:

NPS Watershed Project. Project focuses on implementing actions in a watershed to improve or protect a waterbody. The project is designed so that Best Management Practices (BMPs) are implemented in a manner that leads to a significant reduction in NPS pollutant load to a waterbody. For more information see Section 2.

NPS Watershed Survey. Project focuses on finding, describing, and prioritizing NPS pollution sources in a watershed, and recommends BMPs for treating identified NPS sites. NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Projects. For more information, see Section 2.2

Examples of Projects. Refer to the publication, Nonpoint Source Management Program - Annual Report 2005, April 3, 2006. "Section E. NPS Water Pollution Control Projects Completed in 2005" summarizes each project. Website: <http://www.maine.gov/dep/blwq/docgrant/319.htm>

1.4 Projects in Priority Watersheds

MDEP designated certain watersheds as high priority in order to enable focusing of resources to help restore waterbodies not meeting standards or protect waterbodies considered threatened with not meeting water quality standards in the future.

Although funds may be used for a project to benefit any waterbody in Maine, the RFP is structured to promote use of grant funds in priority waters as follows:

- A. This RFP (Section 1.5 Anticipated Grant Fund Allocations) reserves funds (\$210,000) to be used for NPS project(s) intended to help restore a waterbody that has an approved TMDL report.
- B. This RFP (Section 1.9 Criteria for Evaluating Proposals) provides an incentive (5 additional points) for proposals designed to benefit a waterbody on the Maine Nonpoint Source Priority Watersheds List.

See Appendix 1 for a description of Nonpoint Source Priority Watersheds list, the 303(d) TMDL list, and primarily NPS impaired waters with approved TMDL Reports.

1.5 TMDL Waters / Watershed-based Plans Required

EPA National NPS Program and Grants Guidelines requires a "Watershed-Based Plan" as a prerequisite for projects involving a TMDL waterbody to help ensure Section 319 funded projects make progress towards restoring NPS impaired waters. The "Watershed-Based Plan" must address EPA's 9 minimum elements of watershed planning. EPA believes these 9 elements are critical to assure that 319 funds are used effectively. For more information refer to Section 2.1 of this RFP.

1.6 Anticipated Grant Fund Allocations

NPS Grants will be funded with anticipated FFY 2007 monies to be provided to Maine by EPA under the Federal Clean Water Act, Sections 319(h) and 604(b). DEP plans to allocate about \$550,000 for projects under this RFP. A portion of the funds (\$210,000) is allocated only for NPS projects intended to help restore an NPS impaired waterbody with an approved TMDL report.

The total amount of awards to any single grantee resulting from this RFP may not exceed \$150,000.

Funds will be allocated according to watershed location and project type as follows:

Watershed / Waterbody Location	PROJECT TYPE (\$550,000 total anticipated funding)	
	<u>For Implementation...</u>	<u>For Assessment...</u>
	NPS Watershed Projects	NPS Watershed Surveys
See Appendix 1 for Nonpoint Source Priority Watersheds List and the list of primarily NPS impaired waters with approved TMDL reports		
<u>ANY</u> Maine watershed with preference (5 points) for projects addressing a waterbody on the Maine NPS Priority Watersheds List	\$300,000	\$40,000
<u>Only</u> Waterbody with an approved TMDL report (see Appendix #1)	\$170,000	\$40,000

1.7 Limitations

Grant funds under this RFP may not be used:

- to implement requirements of MPDES Permits (includes Stormwater - Phase I & II); and a DEP Site Location of Development Permit;
- for NPS research or program development;
- to replace malfunctioning septic systems.

MDEP Small Community Grant Program provides grants to towns to help replace malfunctioning septic systems that are polluting a waterbody or causing a public nuisance.

1.8 Non-Federal Match Requirement

Applicants must demonstrate a minimum non-federal match of 40 percent of the total cost of the project. Grant funds requested (60%); Non-federal match (40%); total cost of project (100%). DEP will not accept proposals with less than 40% non-federal match.

The 40 percent non-federal match may be calculated as follows:

$$[\text{Grant Funds Requested}] \times [0.667] = \text{minimum non-federal match required}$$

Or

$$[\text{Grant Funds Requested}] \times [1.667] = \text{total cost of project}$$

Match on a project is the value of funds or services used to help conduct the NPS Project that is not borne by the federal NPS grant funds. Match includes contributions of cash or value of services from individuals, organizations, municipalities or *non-federal* public agencies. Federally funded projects or services does not qualify as non-federal match for NPS grants. Refer to Section 3.6 for more information.

1.9 Cost Sharing for BMP Construction

A NPS Watershed Project is designed to prompt installation of BMPs to address problems at many NPS sites. Grantees usually provide technical assistance and outreach services to effectively prompt landowner installation of BMPs at NPS sites. In addition a grantee may chose to setup a cost sharing program as an incentive to prompt installation of BMPs. Under cost sharing, a grantee provides project funds in the form of a cost share payment to a town or individual to share the cost of acceptable BMP installations at NPS sites. To administer a cost sharing program a grantee determines: the types of NPS sites to be targeted for cost sharing; the eligible BMPs; the cost share percentage rate; provides information about availability of cost sharing; and uses an appropriate Cost Sharing Agreement. Recipients of 319 cost sharing must agree to properly maintain the BMP and, if applicable, use pesticide and nutrient management BMPs in accordance Maine Department of Agriculture rules.

The following limitations are applicable to cost sharing for BMPs located on private property:

- A. The project must demonstrate the value of the constructed BMP to others who may be willing to adopt similar practices. Demonstration can be accomplished in various ways including, but not limited to, showing the BMP to people or disseminating information about the BMP. The BMP must involve costs that would be considered reasonable by the target audience for the purpose of applying those BMPs on their own properties. Similar BMPs may be demonstrated in several locations to indicate their utility in a variety of settings.
- B. The total cost share amount from federal funds to an individual cannot exceed 75% of the total cost of the BMP.
- C. Cost sharing is not allowed if a written enforcement order has been issued to the landowner or an investigation / resolution is pending to force installation of the BMP.

1.10 Criteria for Evaluating Proposals

An interagency review committee will evaluate proposals. Projects will be evaluated according to the following criteria and point scoring. MDEP reserves the right to reject proposals which in the judgment of the review committee fail to reasonably meet requirements of the RFP.

- A. 30 points Feasibility for Success. Is the project likely to achieve its objectives successfully?

- 1. For All Projects:

- Considerations - effective actions; well sequenced; proven techniques; contribution and/or participation by appropriate stakeholders and municipal government; leveraged with other previous or concurrent efforts; and

- 2. For *NPS Watershed Project*:

- Are the important NPS sites adequately identified (watershed survey or other assessment)? Prospect that a sufficient number of NPS sites be treated with BMPs to achieve a significant level of pollutant load reduction to protect or improve a waterbody? Prospect that the project will substantially contribute to protection or improvement of a waterbody. If the waterbody is a TMDL water, where Watershed-Based Plan is a pre-requisite, has the applicant shown reasonable means to complete this plan by January 2007?

- 3. For *NPS Watershed Survey*:

- How well does the proposal meet the "project design objective" for the project type? Prospect that the Survey will prompt effective follow-up actions to protect or improve a waterbody?

B. 25 points Cost Effectiveness. Are project cost estimates reasonable with regard to the activities, tasks, personnel, deliverables, budget cost categories, and schedules described in the work plan? Amount and quality of proposed matching funds or services.

C. 20 points Applicant Qualifications, Past Performance and Presentation. Adequacy of the applicant qualifications to carry out the project (relevant experience, financial, administrative & technical qualifications, personnel and facilities) within the proposed timeframe. Consider any known past performance on relevant projects. How well did the applicant follow the RFP Instructions for Preparing Proposals.

D. 10 points NPS Pollution Problem / Need. How well does the work plan exhibit an informed understanding of the nature, extent, and severity of the NPS water pollution problems and needs?

E. 5 points Relative Value of the Waterbody. The relative value of the waterbody considering uses by people, fish and other aquatic life. Uses include but are not limited to: recreational; valued fisheries; threatened or endangered species; public drinking water supply; commercial uses; etc.

F. 5 points NPS Priority Watershed. Is the project designed benefit a waterbody listed on the NPS Priority Watersheds list? (if yes, 5 points). A tributary waterbody qualifies for the 5 points provided the tributary is located within the direct drainage of a waterbody named on the NPS Priority Watersheds List. "Direct drainage" means surface area that drains to a given waterbody without first passing through an upstream lake.

G. 5 points Comprehensive Plan. Does the town (or towns) involved in the project have an adopted Comprehensive Plan and Zoning Ordinance that the State Planning Office has determined is consistent with Maine's Comprehensive Planning and Land Use Regulation Act?

1.11 Preparing the Work Plan for Final Approval

For each project selected, MDEP will ask the applicant to submit a revised work plan, taking into account the comments received from the review committee, MDEP and EPA. Following the submittal of a revised work plan the MDEP and EPA will conduct a final review. MDEP will accept the work plan for contract preparation after determination that the applicant has adequately addressed the review comments. After EPA provides the Federal FFY 2007 grant funds to DEP, then DEP will prepare Grant Agreements for accepted project work plans.

1.12 Timetable - RFP & Grant Awards

April 14, 2006	NPS RFP issued
June 1, 2006 - 2:00 pm	Deadline for submitting proposals
June	Review Committee evaluates proposals; develops funding recommendations for EPA approval
July 28	DEP notifies applicants of award decision
August 25	DEP requests revised work plan, as needed.
September 29	Applicants submit revised work plan to DEP
October	DEP reviews revised work plans, confers with applicant to finalize workplan
November	DEP accepts final work plans
February 2007	Contract preparation, applicant & DEP sign the contract
March 2007	DEP receives FFY 2007 319(h) funds from EPA
April 2007	Contract approved by Division of Purchases (MDFAS); project may start

SECTION 2 PROJECT TYPES

2.1 NPS Watershed Project

The purpose of a Nonpoint Source Watershed Project is:

- Protect a waterbody considered threatened with not meeting water quality standards in the future; or
- Restore an impaired (TMDL) waterbody.

NEW: Prerequisite for NPS Watershed Project to Restore TMDL Waterbodies.

A Watershed-Based Plan meeting EPA's 9 minimum elements of watershed planning is required before receiving 319 funds for a NPS Watershed Project to implement BMPs to restore a TMDL waterbody. For more information refer to sub-sections 2.1 E & F.

A. Project Design Objective & Approach.

1. *Objective.* A NPS Watershed Project must be designed so that a sufficient number of NPS sites are treated with BMPs to accumulate a significant level of NPS pollutant load reduction in order to protect or improve a waterbody. The effort should be focused on NPS sites estimated to be contributing the most pollutant loads.

For Example: A NPS Watershed Survey identified 60 sites needing BMPs within a 7 square mile watershed. It is estimated that fixing about 30 sites (a significant pollutant load reduction in this watershed) would yield a water quality improvement. Then, the project should be designed to fix those 30 sites.

2. *Waterbody / Watershed Area Considerations.* The waterbody / watershed will need to be relatively limited in size to enable the project to have an obvious beneficial effect. If the waterbody has a larger watershed it is unlikely that a modest project will demonstrably improve or protect water quality. Further, it is expected that a NPS Watershed Project will focus on one waterbody. In multiple-waterbody watersheds, the project area may be too large and/or the coverage of the proposed BMP installations may not be extensive enough to lead to significant load reductions.

3. *Phasing Considerations.* Some NPS watershed projects should be designed to anticipate a 2nd phase or more phases. The planned duration of one phase cannot exceed 24 months. If additional phases of the project are anticipated the work objectives of each phase must be briefly described in the "General Project Plan" section of the work plan. Cases in which phasing may be warranted include projects to restore impaired waters, and projects in relatively larger watersheds.

For Example: A NPS watershed survey identified 300 sites within a 40 square mile watershed that need BMPs. It is estimated that fixing 200 sites would yield a demonstrable water quality improvement and/or a significant pollutant load reduction. This might only be reasonable with a long-term commitment to conduct a project in four 2-year phases over 8 years.

4. *Watershed Survey.* A NPS Watershed Survey (or other assessment of nonpoint sources and NPS sites of equivalent detail) is a prerequisite for a NPS Watershed Project.

B. Readiness.

Readiness factors to consider in designing an effective NPS Watershed Project:

- The waterbody is considered threatened or polluted & the water quality conditions are known;
- Watershed is relatively limited in size & the project is likely to have a beneficial effect;
- Watershed sources that are primarily causing the water quality problem are documented;
- Practical solutions (BMPs) are identified and prioritized;
- BMPs will be installed with enough intensity to achieve significant pollutant load reduction;
- Ability to evaluate for environmental results (load reductions, waterbody improvement)
- A restoration or protection goal is understood and supported by the community;
- High prospect that landowners would cooperate and use BMPs on critical source areas;
- Feasible to restore or reduce the threat to water quality within 3 to 10 years;
- There is a local entity to forge partnerships, champion, own, manage and sustain the project.

C. Evaluating for Environmental Results.

The NPS Watershed Project must be designed to have a means to evaluate for environmental results. Protection or improvement of a waterbody must be demonstrated by estimating pollutant load reductions and, if feasible, evaluation of waterbody improvement.

1. *Estimating NPS Pollutant Load Reductions.* This evaluation is needed to demonstrate that the project is likely to achieve a significant level of NPS pollutant load reduction that is beneficial to the waterbody. Projects must demonstrate ability to accumulate estimates of NPS pollutant load reductions achieved due to the implementation of the BMPs at NPS sites.

Under EPA National 319 Program Guidelines, all BMP implementation projects intended to control sediments and/or nutrients are required to estimate the NPS pollutant load reductions achieved. Load reductions are required for sediment (tons/year) and nutrients - phosphorus and/or nitrogen (lbs/year). Grantees will need to document the inputs & calculations used to produce the estimates. Pollutant load reduction information for projects must be reported annually. DEP provides a standard form to report the estimates called "Pollutant Controlled Report".

Applicants must identify the method(s) they intend to use to estimate NPS load reductions. DEP recommends using methods described in the EPA "Region 5 Model" and/or the Water Erosion Prediction Project (WEPP) computer model. These models are described at websites <http://it.tetrattech-ffx.com/stepl/> and <http://forest.moscowfsl.wsu.edu/fswepp/>, respectively. DEP accepts use of other appropriate estimation methods.

2. *Evaluating for Waterbody Improvement.* Waterbody improvement could be demonstrated by showing a physical, biological or chemical response in the waterbody. Evaluation of waterbody improvement could include, but is not limited to: physical responses (such as temperature, flow, water clarity and conditions of waters, shoreline or riparian areas); chemical responses (such as dissolved oxygen, nutrients, metals, etc); and biological responses (such as bacteria or abundance of other plant or animal life). It may be possible to demonstrate a waterbody improvement by comparing before and after conditions such as: physical improvement to the waterbody or riparian areas; habitat evaluation; macroinvertebrates; bacteria levels; dissolved oxygen concentrations; phosphorus concentrations; shellfish harvest area opening; or change in trend of secchi disk transparency for a lake.

D. Eligible Activities.

Eligible activities in projects typically include: BMP design; BMP construction; technical assistance; training and technology transfer; information outreach; project management; and actions to evaluate the outcome of the project.

E. Watershed-Based Plan to Restore TMDL Waters - EPA Requirement

1. *Requirement.* Completion of Watershed-Based Plan is required prior to use of 319 funds for a NPS Watershed Project to implement BMPs to restore an impaired (TMDL) waterbody. EPA believes preparation of the plan is necessary help ensure Section 319 funded projects make progress towards restoring NPS impaired waters.

2. *EPA Watershed-Based Plan.* A Watershed-Based Plan must be designed to achieve the load reductions called for in a TMDL and address EPA's 9 minimum elements for watershed planning:

- a. Identification of Causes & Sources;
- b. Estimation of Load Reductions from Planned Management Measures
- c. Description of Management Measures;
- d. Description of Technical & Financial Assistance Needed
- e. Information & Education Outreach
- f. Implementation Schedule;
- g. Milestones to Measure Progress Implementing Management Measures;
- h. Criteria to Determine Progress in Attaining Water Quality Standards & Load Reductions
- i. Plan to Monitor Progress Compared to Criteria

Consider the Watershed-Based Plan as a strategic plan of actions needed over a 5 to 15 year timeframe to achieve the load reductions called for in a TMDL in order to restore an NPS impaired waterbody. The plan is not intended to be a detailed tactical work plan, such as a 2 year work plan for a NPS Watershed Project. Use existing reports (approved TMDL report, watershed surveys, watershed management plan, etc) to facilitate preparation of a Watershed-Based Plan.

For EPA's description of Watershed-Based Plans refer to NPS Program and Grants Guidelines for States and Territories (Oct 23, 2003); Section III. D. Watershed-Based Plans.

<http://www.epa.gov/owow/nps/cwact.html>

An example of an acceptable Watershed-Based Plan (Highland Lake) is posted on DEP's 319 grant program webpage at <http://www.maine.gov/dep/blwq/docgrant/319.htm>

For a detailed reference "toolbox" on watershed planning, refer to EPA's new Handbook for Developing Watershed Plans to Restore and Protect Our Waters, October 2005, USEPA.

http://www.epa.gov/owow/nps/watershed_handbook/

F. Grant Available to Prepare the Watershed-Based Plan

This section applies only for applicants filing a proposal for a NPS Watershed Project to help restore a waterbody that has a TMDL Report approved for primarily NPS impaired waters (Refer to Appendix 1 Section B for the list).

An RFP applicant that does not currently have a Watershed-Based Plan accepted by DEP may meet the requirement (Section 2.1E) by committing to produce an acceptable Watershed-Based Plan by January 2007. DEP will offer technical and financial assistance to successful applicants that receive a DEP award decision letter (July 2006) informing the applicant that DEP intends to award a NPS Grant for their proposed NPS Watershed Project. Where needed in August, DEP expects to offer a grant generally in the range of \$5,000 to \$10,000 of 319 funds to each successful applicant to help the applicant produce an acceptable Watershed-Based Plan by January 2007. Note, DEP encourages, but will not require, non-federal match associated with this grant to help prepare the Watershed-Based Plan.

See Appendix 2 for "Instructions for Preparing Proposals".

2.2 NPS Watershed Survey

A NPS Watershed Survey focuses on finding, describing, and prioritizing specific NPS pollution sources in a watershed, and recommends BMPs for correcting identified pollution sources. NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Projects.

A. Project Design Objective. The project is designed to produce: (1) a survey report describing each site (NPS pollution source) in the watershed; relative importance rating; a preliminary recommendation for fixing each site; and (2) an increase in citizen awareness and action to adopt best management practices at NPS sites in the watershed. A NPS Watershed Survey often prompts landowners to take actions to reduce soil erosion, sedimentation or polluted stormwater runoff. Survey results can be used to help attract local support for developing and conducting a NPS Watershed Project.

B. Activities. NPS Watershed Surveys usually rely on trained volunteers from the community to identify the sources of NPS pollution. Professionals evaluate the sites identified by the volunteers, prioritize them, and recommend general solutions. Project tasks should include: forming the steering committee; publicizing the survey; training the volunteers; conducting the survey; follow-up evaluation of sites; preparing the survey report; and outreach efforts to inform the public about the findings and recommendations of the survey.

C. Method. NPS Watershed Survey Projects must be designed for completion within 12 months. Recommended methods for conducting an NPS Watershed Survey are detailed in "A Citizens Guide to Lake NPS Watershed Surveys" (April 1997) and "A Citizens Guide to Coastal Watershed Surveys" (May 1996). Both publications are available from MDEP.

See Appendix 2 for Instructions for Preparing Proposals.

SECTION 3 TERMS & CONDITIONS of NPS GRANT AWARDS

3.1 Administrative Capacity

A "Grantee" (grant recipient) must have administrative capacity to comply with the applicable requirements of federal "Uniform Administrative Requirements for Grants and Cooperative Agreements" (40 CFR Part 31 or 33) as appropriate and State requirements. This includes, but is not limited to, managing allowable project costs, non-federal match, cost accounting and invoicing, audit procedures, records access, record keeping, sub-agreements, and progress reporting. The Grantee must have a financial accounting system that operates in accordance with applicable circulars by the Federal Office of

Management and Budget (OMB). Copies of circulars may be obtained from the OMB at <http://www.whitehouse.gov/omb/grants> . For detailed information refer to the Grant Agreement Form in Appendix #5.

3.2 Grant Agreement

Grant recipients must enter into a written Grant Agreement with the MDEP to establish mutually agreeable terms for completing the project. The Grant Agreement is in the form of a contract formatted according to standard Maine State government contract procedures (form BP 54). See Appendix 5 for the Grant Agreement Form.

3.3 Timely Implementation and Closeout of NPS Project

A grantee is obliged to take action to implement the project as planned and closeout the project by the project completion date cited in the "Project Duration" section of the workplan. DEP recognizes that unforeseen delays and extenuating circumstances sometimes occur that may require additional time to complete a project. If this is necessary, DEP may accept extending the project for additional time up to 1 year beyond the project completion date.

3.4 Pre-Award Costs

The MDEP is not liable for any cost incurred by the Grantee or any Grantee subcontractor(s) prior to the contract effective date. MDEP can not authorize any payments prior to final approval of the grant agreement. Liability of the State of Maine and/or the MDEP is limited to the terms and conditions of the grant agreement.

3.5 Reporting Requirements

Semi-annual progress reports and a final report are required for NPS projects. Reporting requirements and other information to help Grantees administer a NPS project are described Nonpoint Source Grant Administrative Guidelines, October 15, 2004 available from MDEP or the website: <http://www.maine.gov/dep/blwq/docgrant/319.htm>

3.6 Matching Funds or Services

Match is the value of funds or services used to help conduct the NPS Project that is not borne by the federal NPS grant funds. Match includes, but is not limited to, contributions of cash or value of services from individuals, organizations, municipalities or non-federal public agencies. Federally-funded projects or services cannot be used as match for NPS grants.

A. Funds or services contributed to the project as matching funds or services must:

1. Be eligible under EPA National 319 Program Guidance;
2. Relate directly to the tasks in the project work plan;
3. Be reasonably valued for the work performed; and
4. Be supported by documentation.

B. Match may be cash or the value of “in-kind” non-cash contributions such as charges for equipment used on the project or the value of goods and/or services directly contributed to the project. Third party “in-kind” contributions may be provided by non-federally funded public agencies, organizations or individuals. Volunteer services provided by individuals to the Grantee for project activities and travel costs may be valued as match at rates consistent with rates ordinarily paid by employers for similar work. In the Final Project Report, the Grantee must certify in writing that the project match amount was met.

C. Examples of project actions that might be used as eligible project match include the following:

1. Cost of construction of approved BMPs at NPS sites (including labor, equipment and materials).
2. Cost or “value per hour” rate, multiplied by the number of hours of work performed to help carry out project work plan tasks, such as: serving on the project Steering Committee; writing, copying and mailing water quality publications or watershed newsletters; participating in project activities; providing training or workshop sessions; designing or reviewing BMP or conservation plans, etc.
3. The value per hour rates for the volunteer services must be reasonably valued for the work performed.
4. Services contributed by volunteers that relate *directly* to the application of tasks in the project work plan. For example, the value of time spent making a training presentation called for by a work plan task is eligible as match. However, a person attending a presentation as part of the general audience is not eligible as match.
5. Cost of travel. Mileage rate cannot exceed the State of Maine rate in effect (01/01/07 \$0.38/mile).
6. Cost of office or field equipment rentals, and supplies used for the project.

3.7 Environmental Data Quality Assurance

If your project involves environmentally-related measurements water quality sampling, monitoring, or sample analysis, then the work must be completed in accord with a Quality Assurance Project Plan (QAPP) that is approved by DEP prior to data acquisition. In the work plan, applicants must identify the existing QAPP that will be utilized or describe preparation of a project-specific QAPP as a task. While preparation of a QAPP is not necessarily a burdensome task, it does require a level of planning and documentation greater than is needed for other projects. The key components of any QAPP are 24 elements described in "EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5. See the following website to download the document: <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

For projects using volunteer monitors, "The Volunteer Monitor's Guide to Quality Assurance Project Plans" is the appropriate guidance document. It is available at <http://www.epa.gov/OWOW/monitoring/volunteer/qapp/qappcovr.pdf>

SECTION 4 HOW TO APPLY

4.1 Contact MDEP for Information

Questions about this RFP must be directed in writing to:

Norm Marcotte, Bureau of Land and Water Quality
Maine Department of Environmental Protection
17 State House Station
Augusta, ME 04333

Or by e-mail to: norm.g.marcotte@maine.gov or fax at: (207) 287-7191.

- A. Questions must be in writing. Questions will be accepted until May 15, 2006.
- B. The Department will respond in writing to all substantive questions received. Questions and responses will be posted on the DEP website prior to May 22, 2006 at:

<http://www.maine.gov/dep/blwq/docgrant/319.htm>

4.2 Submitting the Proposal

Prepare the Proposal in the 4 Parts according to instructions provided in this RFP.
Refer to Appendix 2 for "Instructions for Preparing Proposals".

Proposals must be submitted in a sealed package containing seven (7) complete copies of the Proposal. The package must be clearly marked with the bidder's return address and the notation **"Proposal: NPS Grants Program 2007"**. Do not mail or deliver the package to DEP. The package must be delivered to the:

Division of Purchases
Burton Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, Maine 04333-0009

Proposals must be received at the Division of Purchases Office no later than 2:00 pm local time Thursday June 1, 2006. The proposals will be opened by Division of Purchases and time/date stamped upon receipt.

IMPORTANT: Applicants should allow adequate time for delivery of the proposals, since **only proposals received and time/date stamped at the Division of Purchases prior to 2:00 p.m. local time on Thursday June 1, 2006 will be considered.** DEP reserves the right to reject proposals that do not reasonably follow the Instructions for Preparing Proposals (Appendix 2).

Appendix #1 DESCRIPTION OF PRIORITY WATERS

A. Section 303(d) TMDL List.

The 2004 Section 303(d) Waters List (i.e. TMDL List) is an inventory of all known waters in Maine that do not meet Maine water quality classification standards. For each waterbody, the TMDL list denotes the cause for non-attainment, the potential source(s) causing non-attainment, and a status regarding TMDL preparation. The 2004 Integrated Water Quality Monitoring and Assessment Report including the 2004 Section 303(d) TMDL list is can be viewed at the DEP website, Land & Water Monitoring & Assessment page: <http://www.maine.gov/dep/blwq/docmonitoring/impairedwaters/index.htm>

B. TMDL Reports Approved.

DEP completed TMDL Report approved by EPA for waterbodies (21 lakes, 3 rivers or streams) that are primarily NPS impaired.

TMDL Reports Approved for Primarily NPS Impaired Waters		
LAKES	LAKES	LAKES
Anabessacook Lake 05/18/04	Lovejoy Pond 09/21/05	Togus Pond 09/01/05
China Lake 11/05/01	Madawaska Lake 07/24/00	Toothaker Pond 09/16/04
Cobbossee Lake 01/26/00	Mousam Lake 09/29/03	Unity Pond 09/16/04
Duckpuddle Pond 09/01/05	Pleasant Pond (Richmond) 05/20/04	RIVERS & STREAMS
East Pond 10/09/01	Sabattus Pond 08/12/04	Goosefare Brook (Saco) 09/29/03
Highland lake (Bridgton) 08/12/04	Sebasticook Lake 03/08/01	Fish Brook 08/30/05
Highland Lake (Windham) 06/18/03	Sewall Pond 03/10/06	Meduxnekeag River 03/08/01
Little Cobbossee Lake 03/16/05	Three-cornered Pond 09/10/03	
Long Lake (Bridgton) 05/23/05	Threemile Pond 09/10/03	

For the approved TMDL Reports, go to web: <http://www.maine.gov/dep/blwq/docmonitoring/tmdl2.htm>

C. Maine Nonpoint Source Priority Watersheds List

Maine established the NPS Priority Watersheds List (5 MRSA section 3331(7)) to help direct State and encourage local actions to control NPS water pollution where it is most needed to restore polluted waters or protect waters that are considered threatened by nonpoint pollution sources. The list (next page) names waters (253 waterbodies) that have water quality that is either polluted or considered threatened to some degree and have significant value from a statewide perspective. For more information go to:

<http://www.maine.gov/dep/blwq/docwatershed/materials.htm>

Appendix #1**DESCRIPTION OF PRIORITY WATERS****MAINE NONPOINT SOURCE PRIORITY WATERSHEDS LIST****COASTAL WATERS** (17 total; listed geographically, west to east)

Piscataqua estuary	Royal River estuary	St. George River estuary
Spruce Creek	Cousins River estuary	Weskeag River
York River	Harraseeket River estuary	Rockland Harbor
Ogunquit River estuary	Maquoit Bay	Union River estuary
Webhannet River estuary	New Meadows river estuary	Machias River estuary
Scarboro River estuary	Medomak River estuary	

RIVERS & STREAMS (55 total; listed alphabetically by waterway and county; boldfaced entries are highest priority; * denotes community public drinking water supply)

Allagash River, Aroostook	Fish Brook, Somerset	Pleasant River, Cumberland
Bond Brook, Kennebec	Frost Gully Strm, Cumberland	Pleasant River, Washington
Branch Brook, York*	Great Works River, York	Presque Isle Strm. (incl. North Brk.), Aroostook*
Capisic Brook, Cumberland	Kenduskeag Strm, Penobscot	Prestile Stream, Aroostook
Caribou Stream, Aroostook	Kennebunk River, York	Presumpscot R., Cumberland
Carrabassett River, Franklin	Limestone Stream, Aroostook*	Royal River, Cumberland
Chandler Brook, Cumberland	Little Androscoggin R., Oxford	Salmon Brook, Aroostook
Chapman Brook, Oxford*	Little Ossipee River, York	Salmon Falls River, York*
Cobboosecontee Strm, Kennebec	LittleMadawaskaR., Aroostook*	Sebasticook River, Somerset
Cold River, Oxford	Long Creek, Cumberland	Sheepscot River (incl. W. Branch), Lincoln
Collyer Brook, Cumberland	MachiasRiver, Washington	Soudabscook Stream, Penobscot
Crooked River, Oxford	Medomak River, Lincoln	St. George River, Knox
Daigle Brook, Aroostook	Meduxnekeag River, Aroostook	Stroudwater River, Cumberland
Denny's River, Washington	Mousam River, York	Sunday River, Oxford
Dickey Brook, Aroostook	Narraguagus R., Washington	Togus Stream, Kennebec
Ducktrap River, Waldo	Nezinscot River, Oxford	Union River, Hancock
East Machias River, Washington	Nonesuch River, Cumberland	Wesserunsett Stream, Somerset
E Br Piscataqua R, Cumberland	Ossipee River, Cumberland	
	Perley Brook, Aroostook	
	Piscataqua River, Cumberland	

LAKES (181 total; listed alphabetically; boldfaced entries are highest priority; * denotes community public drinking water supply; town names are included only to identify general lake locations)

Adams Pond, Boothbay*	Bonny Eagle Lake, Buxton	Cold Stream Pond, Enfield
Alamoosook Lake, Orland	Boulter Pond, York*	Coleman Pond, Lincolnville
Alford Lake, Hope	Branch Lake, Ellsworth*	Crawford Pond, Warren
Allen Pond, Greene	Branch Pond, China	Crescent Pond, Raymond
Anasagunticook Lake, Canton*	Brettuns Pond, Livermore	Crooked Pond, Lincoln
Androscoggin Lake, Leeds	Buker Pond, Litchfield	Cross Lake, T17R5
Annabessacook Lake, Winthrop	Bunganut Pond, Lyman	Crystal Lake, Gray
Bauneg Beg Pond, Sanford	Caribou, Egg, Long Pd, Lincoln	Damariscotta Lake, Jefferson*
Bay of Naples, Naples	Carlton Pond, Winthrop*	Dexter Pond, Winthrop
Beach Hill Pond, Otis	Center Pond, Lincoln	Dodge Pond, Rangeley
Bear Pond, Hartford	Chases Pond, York*	Duckpuddle Pond, Waldoboro
Bear Pond, Waterford	Chickawaukie Pond, Rockport	Dyer Long Pond, Jefferson
Beaver Pond, Bridgton	China Lake, China*	East Pond, Smithfield
Berry Pond, Winthrop	Clary Lake, Whitefield	Echo Lake, Presque Isle
Big Indian Pond, St. Albans	Cobbosseecontee L., Winthrop*	Echo Lake, Readfield
Big Wood Pond, Jackman*	Cochnewagon Lake, Monmouth	Ellis Pond, Roxbury
Biscay Pond, Damariscotta	Coffee Pond, Casco	Estes Lake, Sanford

Appendix #1**DESCRIPTION OF PRIORITY WATERS****MAINE NONPOINT SOURCE PRIORITY WATERSHEDS LIST****LAKES (CONTINUED)**

Flying Pond, Vienna Folly Pond, Kittery* Folly Pond, Vinalhaven* Forest Lake, Windham Fresh Pond, North Haven* Grassy Pond, Rockport* Great Moose Lake, Hartland Great Pond, Belgrade Green Lake, Ellsworth Haley Pond, Rangeley Halls Pond, Hebron* Hancock Pond, Embden* Hancock Pond, Denmark Hermon Pond, Hermon Highland Lake, Windham Highland Lake, Bridgton Hogan Pond, Oxford Holland Pond, Limerick Horne Pond, Limington Hosmer Pond, Camden Ingalls Pond, Bridgton Island Pond, Waterford Kennebunk Pond, Lyman Keoka Lake, Waterford Knickerbocker Pond, Boothbay Lake Auburn, Auburn* Little Cobbosseecontee L. Winthrop Little Ossipee, Waterboro Little Pennessseewassee, Norway Little Pond, Damariscotta* Little Sebago, Windham Little Wilson Pond, Turner Long Lake, Bridgton Long Lake, T17 R4 WELS Long Pond, Belgrade & Rome Long Pond, Bucksport Long Pond, Southwest Harbor* Long Pond, Waterford Lovejoy Pond, Wayne Lower Narrows Pond, Winthrop Lower Range Pond, Poland Madawaska Lake Westmanland Maranacook Lake, Winthrop Mattanawcook Pond, Lincoln	McGrath Pond, Oakland Meduxnekeag Lake, Oakfield Megunticook Lake, Lincolnville Messalonskee Lake, Sidney Middle Pond, Kittery* Middle Range Pond, Poland Mirror Lake, Rockport* Moose Hill Pd., Livermore Falls* Moose Pond, Sweden Mount Blue Pond, Avon* Mousam Lake, Shapleigh Nequasset Lake, Woolwich* Nokomis Pond, Newport* No Name Pond, Lewiston North Pond, Norway North Pond, Smithfield North Pond, Sumner* North Pond, Warren Norton Pond, Lincolnville Notched Pond, Raymond Otter Pond, Bridgton Panther Pond, Raymond Paradise Pond, Damariscotta Parker Pond, Casco Parker Pond, Vienna Parker Pond, Jay* Pattee Pond, Winslow Peabody Pond, Sebago Pemaquid Pond, Waldoboro Pennessseewassee Lake, Norway Phillips Lake, Dedham Pleasant Lake, Otisfield Pleasant Pond, Richmond Pleasant Pond, Turner Pleasant Pond, T4 R3 WELS Pocasset Lake, Wayne Pushaw Lake, Orono Quimby Pond, Rangeley Raymond Pond, Raymond Roberts Wadley Pond, Lyman Round Pond (Little), Lincoln Sabattus Pond, Sabattus Sabbathday L, New Gloucester	Saint Froid Lake, Eagle Lake* Saint George Lake, Liberty Salmon Lake, Belgrade Salmon Pond, Dover-Foxcroft* Sand Pond, Monmouth Sand Pond, Denmark Sebago Lake, Sebago* Sebasticook Lake, Newport Sennebec Pond, Union Seven Tree Pond, Warren Shaker Pond, Alfred Silver Lake, Bucksport* South Pond, Warren Spectacle Pond, Vassalboro Square Pond, Acton Starbird Pond, Hartland* Swan Lake, Swanville Swan Pond, Lyman Taylor Pond, Auburn Thomas Pond, Casco Thompson Lake, Oxford Threecornered Pond, Augusta Threemile Pond, Windsor Togus Pond, Augusta Torsey Pd., Mt. Vernon & Readfield Trickey Pond, Naples Tripp Pond, Poland Unity Pond, Unity Upper Narrows Pd, Winthrop* Upper Range Pond, Poland Varnum Pond, Wilton* Ward Pond, Sidney Wassookeag Lake, Dexter* Watchic Pond, Standish Webber Pond, Vassalboro West Harbor Pond, Boothbay Hbr Whitney Pond, Oxford Wilson Lake, Acton Wilson Pond, Wilton Wilson Pond, Wayne Wood Pond, Bridgton Woodbury Pond, Monmouth Young Lake, Mars Hill*
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For information on the basis of the list refer to: <http://www.state.me.us/dep/blwq/docwatershed/materials.htm>

APPENDIX #2

INSTRUCTIONS FOR PREPARING PROPOSALS

A. PROPOSAL CONTENTS in 4 PARTS - The proposal package must contain 7 copies of the proposal, each copy in 4 PARTS as follows:

— PART 1. COVER LETTER. A completed cover letter on applicant letterhead signed by an official authorized to submit a proposal on behalf of the applicant. NOTE: If the applicant is a not a public agency or unit of government, then include a statement in the cover letter certifying that the applicant has federal tax exempt status under 501(c)(3) of the U.S. Internal Revenue Code. *(no more than 1 page)*

— PART 2. QUALIFICATIONS. Present a brief summary of applicant qualifications to carry out the project and manage a grant. Summarize relevant experience and financial, administrative, and technical qualifications of the organization. Summarize relevant experience of the staff person to be assigned to manage the project. *(no more than 2 pages)*

— PART 3. LOCATION MAP. Provide a location map of the project watershed area on one page of 8.5" by 11" paper clearly showing the watershed and waterbody *(no more than 1 page)*

— PART 4. WORK PLAN. Follow the Instructions for Work Plan Content and Format, below.

— **NEW - REQUIREMENT only for a proposal for a NPS Watershed Project to help restore an impaired (TMDL) waterbody.** Briefly state how the applicant plans to complete an EPA Watershed-Based Plan acceptable to DEP by January 2007, or provide the title and date of the Watershed-Based Plan accepted by DEP. *(no more than 1 page)*

B. INSTRUCTIONS for WORK PLAN CONTENT and FORMAT

1. Work Plan. Prepare the work plan in a direct concise style using a size #11 font and one inch margins. The work plan shall be no more than 7 pages.
2. Attachment to the Workplan. An applicant may provide an attachment to the work plan. The attachment shall be no more than 6 pages.

*Refer to Appendix 4
to review an example of the format & content of a work plan.*

Headings must be listed in sequence as follows:

PROJECT TITLE & GRANTEE NAME: Provide a *short* descriptive project name, and the name of the organization that will conduct the project.

WATERSHED INFORMATION: (1) Provide a brief summary describing the watershed and waterbody characteristics, include watershed area. (2) Summarize the relative value of the waterbody to people. ID any major public access ways to the waterbody; Consider uses including but not limited to: recreational; valued fisheries; threatened or endangered species; public drinking water supply; commercial uses; etc. (3) Provide background information on recent NPS actions in the watershed that indicate the proposed project is appropriate and likely to be successful. (4) If the waterbody is a NPS Priority Watershed or a waterbody with an approved TMDL, then state that in this section.

PROBLEM / NEED: Concisely describe the problem and need: important nonpoint pollution sources in the watershed; any relevant assessment reports; and the specific water quality problem(s) that needs to be addressed. If available, summarize information already collected regarding important nonpoint sources in the watershed.

PURPOSE: In 4 sentences or less, state the specific purpose of the project.

PROJECT DURATION:

Proposed project start date: month/year

Proposed project completion date: month/year

Project duration may be up to 24 months for a NPS Watershed Project and up to 12 months for a NPS Watershed Survey.

GENERAL PROJECT PLAN: Present a concise explanation or abstract-like summary (1/3 to 1 page) of what the project will do, who will do it, how it will be implemented. This section should lend itself as a “snapshot” overview of the key aspects of the project. If the project is designed to anticipate additional phases, then briefly summarize the work objective for each phase.

NOTE: If the project will involve a significant level of services to be provided by a different entity, then: (1) state that in the this section - General Project Plan; and (2) provide a signed letter (as part of an attachment to the work plan) from the entity to the grantee indicating their commitment to provide those services.

TASKS, SCHEDULES & ESTIMATED COSTS: List each major project tasks in numbered sequence (4 to 10 tasks). For each task identify who will do it, what will be done, and a cost estimate. The work to be performed must be quantified as much as possible (Examples: installing BMPs at 15 sites; install 36,000 square feet of riparian planting along 1200 feet of stream; 4 workshops, adopting two ordinances, etc.). If a task cannot be readily quantified then the actions should be explained in specific enough terms so that the work to be done and the expected outcome is clear. Identify any subcontracts for services that will be needed. Provide a date (month/year) for the starting and completion of each task, and a task cost estimate (grant + match = total estimate).

Refer to the Appendix 4, "Work Plan Example" for examples of task descriptions.

1. Label Task 1 as "Project Management". Task 1 should reflect work relating to overall project management and administrative functions, such as collaboration with key partners to accomplish the tasks, grant agreement management, preparation of progress and final project reports, account management, etc.

2. If outreach task(s) are proposed, consider the target audience; what action you would like to see happen as a result of the outreach; message, outreach tools (news letter, newspaper, brochure, poster, meetings, etc); distribution method; and plan for impact evaluation. A good resource to help develop effective outreach efforts is *Getting In Step: A Guide for Conducting Outreach Campaigns* which is available at <http://www.epa.gov/owow/watershed/outreach/documents/getnstep.pdf>

- For NPS Watershed Projects Only

1. For construction of BMPs at NPS sites, provide an attachment to the work plan listing the following information: site name/location; the problem; the BMP solution; and a cost estimate. If a task involves installation of BMPs at numerous sites but commitments for actual sites are not secured, then prepare a list of "candidate" sites from which the final sites will eventually be chosen. Include information for each candidate site: site name/location; problem; the BMP solution, and cost estimate.

2. If cost sharing is planned, then the work plan must identify the types of BMPs proposed to be eligible for cost sharing, the cost sharing rate, potential installation sites and indicate a "Cost Sharing Agreement" will be used.

3. Each NPS Watershed Projects intended to control sediments and/or nutrients are required to estimate the NPS pollutant load reductions achieved. For consistency, DEP requests applicants to include a task labeled "Pollutant Reduction Estimates". Grantees must state that DEP's standard form Pollutants Controlled Report (PCR) will be submitted to DEP no later than December 31 of each year until completion and closeout of the project. The PCR summarizes the NPS sites, load reductions and method used to produce the estimates.

DELIVERABLES: Generally "Deliverables" are the 4 to 6 major products or outcomes of project work. Deliverables must be provided to MDEP and EPA. Progress Reports and the Final Project Report are Deliverables that are required for all projects. Examples of deliverables and how they should be listed in the work plan:

1. Grant Agreement (Contract)
2. Four press releases, one outreach brochure (Tasks 3, 4)
3. NPS Site Reports (Task 5)
4. Pollutants Controlled Report (PCR) each year until project completion (Task 8)
5. Draft and Final NPS Watershed Survey (Task 6, 7)
6. Semi-annual Progress Reports & the Final Project Report (Task 1)

INTERAGENCY COORDINATION, ROLES & RESPONSIBILITIES: Describe the participation and commitment expected from other governmental or non-governmental organizations (municipalities, watershed associations, interest groups, federal, state, or regional agencies, etc.). Explain the role(s) of each group. Examples: project advisor, technical assistance, funding support, outreach services; steering committee, etc.

PROJECT OUTCOME: List 1 to 4 major project outcomes that are expected to be accomplished upon project completion.

Examples:

- 24 NPS Sites treated with BMPs;
- NPS Watershed Survey of Redline Stream

ENVIRONMENTAL RESULTS: *Include this section only for "NPS Watershed Projects"*

1. **REQUIRED.** **Pollutants Controlled:** Summarize the expected environmental results upon completion of the project in terms of reductions of NPS pollutant loadings. (FMI, see RFP, Sec 2.1.D)

Example - Pollutants Controlled: Preliminary estimates indicate the project will prevent # tons of sediment from entering (waterbody name). Reductions of sediment and phosphorus (lbs/year) will be estimated for NPS sites treated with BMPs.

2. **OPTIONAL.** **Waterbody Improvement.** If feasible, summarize the expected environmental results upon completion of the project in terms of waterbody improvement. For more information see RFP, Section 2.1.D)

Example - Waterbody Improvement: The project goal is to improve water clarity and reduce phosphorus concentration of X Lake. A comparison summary will be prepared of water quality conditions prior to and upon completion of the project. (water clarity and/or phosphorus; positive, negative or stable trend).

PROJECT COORDINATOR: Provide the name, organization, mailing address, telephone number, and e-mail address of the one contact person for the Grantee.

ESTIMATED TOTAL COST, FEDERAL & NON-FEDERAL SOURCES:

A. List total amount of NPS grant funds, non-federal matching funds, any other funds, and total costs.

example: NPS Grant (319) - \$ 60,000; Nonfederal match - \$ 40,000; Total - \$100,000

B. List source(s) of match and the dollar value planned.

<u>Sources of Match:</u>	<u>Dollar Value Planned</u>
Nice Watershed Asso.	\$12,000 (inkind services 8500; cash 3500)
Johnson Farm, Inc	\$ 8,000 (inkind services)
Redsky, Town of	\$20,000 (inkind services 9,000; cash 11,000)

BUDGET INFORMATION: Provide estimated project costs according to the cost categories described in Appendix 3.

The sum of cost estimates in all the tasks should equal the total of the cost estimates listed in the table "Part 2, Budget Estimates by Cost Category", excluding indirect costs.

Note: Inaccuracies in adding budget sheet figures, not checking budget sheet figures against cost estimates in the tasks, or incorrectly following the required budget format with "cost categories" are common causes of work plan deficiencies that may impact evaluation scores. Take care to reasonably follow the Appendix 3 budget format, and double check the numbers before submitting the proposal.

APPENDIX #3**PREPARING BUDGET ESTIMATES for NPS PROJECTS**

As part of the project work plan applicants are required to submit estimates of project costs according to the cost categories in two-part format shown below. Applicants should include a footnote under the Part 2 table if a list or detailed description is needed to adequately describe budget estimates within a cost category.

Part 1, Estimated Personnel Expenses (Grantee staff only):

Position Name & Title	Hourly Rate	Number of Project Hours	Salary & Fringe	Total Grantee Personnel Expenses
1.				
2.				
3. etc.				
Totals				

Part 2, Budget Estimates by Cost Category:

<i>Cost Category</i>	<i>NPS Grant</i>	<i>Non-Federal Match</i>	<i>Total Cost</i>
Salary & Fringe (from Part I)			
Supplies			
Construction			
Contractual			
Donated Services - Labor			
Travel (total mileage, rate/mile)			
Equipment			
Other (specify)			
Indirect			
Totals			

Note:

Prepare budget estimates are according to Cost Categories described on the next page.

APPENDIX #3

Cost Category Descriptions: “Preparing Budget Estimates for NPS Projects”

Salary & Fringe..... salaries and fringe benefits paid for work performed on the project by grantee staff, as reflected in Part 1. “Totals” in Part 1 are used to complete the “Salary and Fringe” category under Part 2. Salary & Fringe should reflect only costs for personnel employed by the grantee.

Contractual.....cost for a contract for the purchase of services (such as engineering, water quality, management services, etc) that will be provided to the grant recipient. The type of services, cost per hour, number of hours should be described in a footnote under Part 2.

Contracts for construction should be placed in the construction cost category

Construction.....BMP construction costs for materials, labor, equipment rental. If applicable, include the value of volunteer labor associated with construction on this line in the column for match.

Donated services - labor... value of volunteer personnel services for any work, except construction, to be used to meet match requirements. Includes the total value of labor (based on hours of work) donated to help accomplish the project. Place value of volunteer labor associated with construction in the construction line

Supplies..... office/field/lab supplies, data processing materials, books, paper and other office supplies, etc. If supply costs are greater than two percent (2%) of the grant award the grantee must itemize the costs in a footnote under Part 2.

Travel.....project related charges for travel activities (travel, tolls, and auto rental charges). Vehicle costs should be shown as the number of miles times the mileage rate being applied. Mileage rate cannot exceed the State of Maine rate in effect during the travel (rate after 01/01/07 is \$0.38/mile).

Equipment.....any single article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of more than \$3000.

Other...any direct costs not included in one of the above categories.....May include costs for postage, publication and printing, license fees, equipment maintenance and repair, computer software, or other eligible costs.

Indirect Costs..... A grantee intending to claim indirect costs must confirm in writing to DEP that they operate according to an “indirect cost rate proposal” that conforms to the applicable "Cost Principles" (Circular A-21, A-87 or A-122) available from the Federal Office of Management and Budget. Identify the indirect cost rate and the estimated total amount.

APPENDIX #4

WORK PLAN EXAMPLE: NPS WATERSHED PROJECT

2006R-04 Little Sebago Lake Conservation Project – Phase II

Grantee: Cumberland County Soil and Water Conservation District (SWCD)

WATERSHED INFORMATION:

The Little Sebago Lake Watershed is located in the Towns of Gray, Windham, and Raymond in Cumberland County, Maine (Attachment B). The lake has a surface area of 1,898 acres (3 mi²), numerous perennial tributaries and four distinct basins. The lake's immediate watershed covers 13.3 square miles and outlets into Ditch Brook, which then flows into the Pleasant River, the Presumpscot River and ultimately Casco Bay, a Category I Watershed. The MDEP has placed Little Sebago Lake on its *Nonpoint Source Priority Watersheds* list and the list of *Lakes Most at Risk from New Development* under the Maine Stormwater Law. In addition, MDEP's DO model indicates that Little Sebago Lake may need to be placed on the 303d (TMDL) list, thus it is on a "watch list" in the 2004 Maine Integrated Water Quality Monitoring and Assessment Report.

The lakes near-shore area has been heavily developed with over 1200 seasonal camps and year-round homes and an extensive network of private roads. The lake also has a public boat ramp, a private 43-site campground and Aimhi Lodge, a commercial operation with 23 rental units. For the most part, development in the upper watershed has been limited to scattered homes. However, the Towns of Windham and Gray are both experiencing rapid growth (14.5% and 15.5%, respectively, since 1990), and there continues to be new development throughout the watershed. All three watershed towns have comprehensive plans approved by the State Planning Office.

The Maine Department of Inland Fisheries and Wildlife manages the lake for both cold and warm-water fisheries, and Little Sebago Lake is known for its excellent bass fishing. An annual fishing tournament is held on the lake each summer. There is one public boat launch on the lake, which receives heavy use throughout the season. The Little Sebago Lake Association (LSLA) employs a courtesy boat inspector to inspect boats entering and leaving the lake to help in the prevention of the spread of the invasive variable-leaf milfoil.

The watershed community has demonstrated a strong commitment to watershed protection. LSLA, representing over 600 dues-paying members from around the lake, has been working to protect the lake resources for over 75 years. The group has monitored the lake's water quality for more than 25 years and is currently working with the lake's 20 active road associations to encourage camp road maintenance and repair. Dedication to addressing NPS problems in the watershed is shared throughout the region. For example, in 2003 the Town of Gray fixed erosion issues on Egypt Road that were identified during the 2002 survey.

LSLA, Cumberland County Soil & Water Conservation District (SWCD) and the Maine Department of Environmental Protection (MDEP) are currently working to address soil erosion within the northern watershed through the Little Sebago Lake Conservation Project - Phase I. To date, one site has been completed and seven are in progress and scheduled to be completed this season. There has been an overwhelming response to the free technical assistance provided through the phase I project. Eighteen visits are required under the project, and 17 have been completed thus far. In addition one road maintenance workshop and one cruise the buffers workshop were well attended during the first year of the project. With the momentum of the first phase in place, the time is right to continue implementation efforts throughout the entire watershed.

PROBLEM / NEED:

MDEP staff and volunteer monitors have tested Little Sebago Lake's water quality for over 25 years, and their data indicate that the lake is under stress. Based on MDEP's trend analysis, there has been a statistically significant negative trend in the average secchi disk values for two of the lake's four sampling points over the last decade (MDEP, pers. comm. 2004). Furthermore, in two of the sampling points the bottom waters of the lake experience oxygen depletion to levels that limit coldwater fish habitat and pose a high risk of phosphorus recycling problems.

The lake's water clarity and dissolved oxygen problems have been attributed to nonpoint source (NPS) pollution that washes into the lake from its surrounding watershed. As with many Maine lakes, uncontrolled soil erosion is the biggest source of NPS pollution. Due to the steep slopes in the watershed and the extensive road network surrounding the lake, camp roads are major contributors of eroding soil. The high density of shorefront homes also means that driveways and residential areas are other significant sources of NPS pollution.

NPS pollution sources in the northern half of the Little Sebago Lake watershed (north of Lyon's Point) were documented by LSLA, Cumberland County SWCD, and the MDEP in the spring of 2002 through Phase I of the Little Sebago Lake Watershed Survey. The survey identified 182 erosion sites, which included residential (51%), private roads (20%), driveways (15%) and other areas that contribute polluted runoff to the watershed. The Phase II watershed survey, which included the southern portion of the watershed, was completed in 2003. This phase identified 130 erosion sites, and once again residential sites (51%), private roads (17%) and driveways (8%) were the largest contributors of NPS pollution to the lake. The surveys identified a total of 312 sites, 37 were high impact, 101 were medium impact, and 174 were low impact. The Little Sebago Lake Conservation Project, Phase I is addressing 55 of the high and medium impact sites, and phase II of the conservation project will address 10 high and medium impact sites that will reduce the pollutant load to Little Sebago Lake by 39 tons of soil per year. An additional 40 sites will be addressed by the Little Sebago Lake YCC, and those sites will be chosen based on the potential to impact lake water quality.

The LSLA wishes to carry on their lake protection efforts by continuing to address the erosion issues identified during the watershed surveys. The *Little Sebago Lake Conservation Project - Phase II* will build on the momentum gained through the watershed surveys and the Phase I conservation project. Phase II will continue to provide watershed residents with the necessary technical skills and experience to install a variety of conservation practices.

PURPOSE:

The primary purpose of this project is to significantly reduce erosion and export of sediment and phosphorus into Little Sebago Lake. Conservation practices that reduce erosion and polluted runoff will be installed at a minimum of 50 sites throughout the watershed to include six road sites, two boat launches/right of ways, two residential sites, and at least 40 sites addressed by the Little Sebago Lake Youth Conservation Corps. The project will provide technical assistance to at least 18 landowners and road associations, raise awareness about watershed problems and work to foster long-term watershed stewardship.

PROJECT DURATION: (24 months)

Expected Start Date: April, 2006

Expected Project Completion Date: March, 2008

GENERAL PROJECT PLAN:

The *Little Sebago Lake Conservation Project - Phase II* will be managed by the Cumberland County SWCD and guided by a steering committee. Local partners include the Little Sebago Lake Association (LSLA), the Town of Gray, and the Town of Windham.

Through this project, Cumberland County SWCD staff, the Towns of Gray and Windham and volunteers will coordinate and install conservation practices at five private road sites, one town road site, two right-of-way /boat access sites, and two residential sites. By installing conservation practices at these 10 sites, an estimated 39 tons of soil will be kept out of Little Sebago Lake annually. Free technical assistance will be provided to at least 18 landowners and road associations. A Youth Conservation Corps (YCC) will be established to provide free labor for the installation of buffers, dry wells, water diverters, etc. at a minimum of 40 sites. The YCC will also be available to provide labor to road associations to complete some of their annual road maintenance. In total, conservation practices that reduce erosion and polluted runoff will be installed at 50 sites throughout the watershed.

Project activities will be showcased in presentations at the Little Sebago Lake's Annual meeting, which will include before and after slides of the road and buffer sites. Cumberland County SWCD staff will develop flyers and press releases to advertise the availability of technical assistance, the YCC and other project events. Volunteers from each private road (camp road express) will distribute event flyers and the initial project fact sheet to all households on their roads. Cumberland County SWCD staff will also utilize information generated by the NEMO program in working with and presenting information to the Towns of Gray and Windham. A final project brochure will also be produced that will include before and after pictures of the conservation practices. The camp road express will distribute this brochure to continue to educate watershed residents and local leaders about how to protect Little Sebago Lake's water quality and encourage application of demonstrated measures.

Phase I has started addressing 55 erosion sites in the northern watershed. Phase II will provide the Little Sebago Lake Watershed with funding and technical support to address 50 additional erosion issues throughout the entire watershed. It is anticipated that an additional phase will be needed to address remaining erosion sites in the watershed, as well as provide continued education and technical support to watershed residents; this will be the goal of Phase III.

In managing this project NPS Program grant funds will not be used to undertake, complete or maintain erosion or storm water control work otherwise required by existing permits or orders.

TASKS, SCHEDULES & ESTIMATED COSTS:

Task 1 – Project Management

The Cumberland County SWCD and MDEP will sign a contract outlining project roles, responsibilities and funding arrangements. The Cumberland County SWCD will track project progress, expenses and local match and complete three semi-annual progress reports and one final project report. In addition, the Cumberland County SWCD will provide the Pollutants Controlled Report to MDEP by December 31st each year for BMP sites completed that year. (4/06 to 3/08)

Cost: 319 Funds - \$5,023 Local Match - \$0 Total - \$5,023

Task 2 – Steering Committee

A steering committee will guide project activities and meet at least six times during the grant period. This committee will include representatives from MDEP, Cumberland County SWCD, LSLA and the Towns of Windham and Gray. (4/06 to 3/08)

Cost: 319 Grant - \$2,574 Local Match - \$2,627 Total - \$5,201

Task 3 – NPS Abatement Projects

The CCSWCD Project Manager and District Engineer will provide private road associations and town road crews with technical assistance and 50% cost sharing to address erosion and runoff problems for at least 10 high and medium priority sites identified in the Little Sebago Lake Watershed surveys. Town road crews and road association members will receive technical assistance at no charge and up to 50% cost sharing for construction costs. Cost share recipients must provide a 50% match through cash, material or labor contributions and agree to maintain the projects as directed. The sponsor and the cost share recipient will complete a CCSWCD cost share agreement prior to construction.

The steering committee selected sites based on the following criteria: priority ranking in the watershed

survey report, public visibility and the probability of landowner cooperation. Final site selection is subject to change, pending satisfactory completion of landowner agreements, engineering design and permit approval. Installing conservation practices at the 10 candidate sites will reduce the pollutant load to Little Sebago Lake by an estimated 39 tons of soil per year. The candidate sites are outlined in detail in an Attachment. (4/06 to 3/08)

Cost: Grant-\$36,646 Local Match-\$27,135 Total-\$63,781

Task 4 – Youth Conservation Corps (YCC)

A summer youth conservation corps will be established to install conservation practices that reduce NPS pollution in the watershed. In the summers of 2006 and 2007, YCC crews will install BMPs by hand (they will not operate heavy equipment) on at least 40 sites throughout the watershed. Sites will be selected based on their potential to impact water quality, probability of landowner cooperation, and distribution throughout the watershed. The following program framework is based on the China and Belgrade Lakes programs:

- A YCC Steering Committee (with representatives from the Towns of Gray and Windham, CCSWCD, local schools and LSLA) will meet at least three times each year to direct outreach activities, help hire staff, and provide general program oversight. The steering committee will also be responsible for raising \$4,600 to support the 2007 season of the YCC program, which they will secure through grant writing and private and corporate donations.
- A seasonal Technical Director will be hired to publicize the program to towns and landowners, hire the YCC crew and Crew Leader, select project sites, document program activities, design BMPs and obtain landowner agreements and permits and line up materials. The Director will also complete an annual summary of program accomplishments. CCSWCD staff will assist the Technical Director in these activities.
- A Crew Leader will help select crews, provide training and supervise construction activities.
- The six YCC crewmembers, students from the local high schools, will begin work in the summer of 2006 and complete 20 projects per field season. Potential projects include roadside ditching, seeding and mulching, bank stabilization (with vegetation or rip rap), riparian plantings, cleaning out culverts, removing winter sand, and installing residential conservation practices.
- A municipality or nonprofit organization will provide payroll services, insurance, office space for the Director, equipment storage and meeting facilities.
- Landowners, towns and road associations that receive YCC services will provide materials necessary for BMP construction. (4/06 to 10/07)

Cost: Grant-\$18,208 Local Match-\$33,683 Total-\$51,891

Task 5 – Technical Assistance

Project partners will provide landowners and road associations with technical assistance for at least 18 sites. The availability of technical assistance will be advertised in the initial project fact sheet and through notices distributed by the Little Sebago Lake Association's "Camp Road Express" network, which is a group of residents who represent the various neighborhoods around the lake. In addition, the Little Sebago Lake Association will, again, make a concerted effort to market this program to those landowners whose sites were identified as part of the watershed surveys.

MDEP staff will also be available to respond to additional landowner requests. Site conditions and general recommendations will be summarized in brief reports, and engineering staff will develop designs for sites that require engineering assistance.

Staff will follow up with the landowner after the report is sent to get a commitment regarding which measures the landowner plans to implement and when. Staff will then follow up a second time with the landowner in case additional help is needed with implementation. Lastly, the Project Coordinator will follow up with technical assistance visits to track follow through with recommendations, and will document, in list form, a brief description of the problem and recommendations, landowner response to follow up, and which measures were implemented. (4/06 to 3/08)

Cost: Grant-\$7,248 Local Match-\$3,341 Total-\$10,589

Task 6 – Education and Outreach

Project staff will develop press releases and informational flyers to advertise project activities, including construction projects, free technical assistance and the availability of the YCC. In addition, a final project brochure will be produced that will include before and after pictures of the erosion and buffer sites. Town Boards and watershed residents will receive this brochure to continue to educate watershed residents and local leaders about how to protect Little Sebago Lake's water quality and encourage application of demonstrated measures.

Updates will be submitted to the LSLA newsletter, local newspapers, and local cable access channels. The LSLA has an established "camp road express," which consists of lead road contacts for each of the representative private road areas around the lake. These volunteers will distribute event flyers and the final project brochure to every house in their representative area.

Cumberland County SWCD staff will utilize information generated by the NEMO (Nonpoint Education for Municipal Officials) program in working with and presenting information to the Towns of Gray and Windham. Lastly, District staff will give a proactive presentation at the 2006 and 2007 Annual Meetings of the Little Sebago Lake Association that will highlight the impact of declining water quality on property values, benefits of vegetation and erosion control measures, and the availability of technical assistance. (4/06 to 3/08)

Cost: Grant-\$3,426 Local Match-\$6,600 Total-\$10,026

Task 7 – Pollutant Reduction Estimates

The CCSWCD Project Coordinator will estimate NPS pollutant load reductions and resources protected under this project. Pollutant load reduction estimates will be developed and reported as follows: During design or installation of BMPs at NPS sites, appropriate field measurements will be recorded to prepare written estimates of pollutant load reductions. Estimates will be prepared for all NPS sites, unless there is not an applicable estimation method for a given site. Methods to be used are the EPA Region 5 Load Estimation Model (see website <http://it.tetrattech-ffx.com/stepl/>) and/or the federal WEPP Road Model (<http://forest.moscowfs1.wsu.edu/fswepp/>). Estimates will be checked for proper application of the method(s) and the results will be summarized on a standard form provided by DEP titled "Pollutants Controlled Report" (PCR). The PCR will be submitted to the DEP Agreement Administrator, by December 31 of each year, until project completion. Documentation of the estimation procedures used for each NPS site will be kept in the Grantee project file and will be available for DEP/EPA review. (4/06 to 3/08)

Cost: Grant - \$1,459 Local Match - \$0 Total - \$1,459

DELIVERABLES:

A properly labeled copy of each of the following deliverables will be provided directly to the EPA. Two copies will also be sent to the assigned DEP Agreement Administrator (AA), one to be retained by the AA and the other to be forwarded to the NPS Program office in Augusta. All deliverables will conform to the procedures for deliverables as contained in the DEP document "Nonpoint Source Grant Administrative Guidelines (GAG).

1. Grant Agreement (Task 1).
2. NPS Site Reports of NPS abatement projects, including pre & post construction photos (Task 3).
3. Summary of YCC practices installed and / or maintained (Task 4).
4. List technical assistance provided (brief description of problem, recommendation, & outcome.
5. Final project brochure (Task 6).
6. Pollutants Controlled Report (PCR) each year until project completion (Task 7).
7. Final Project Report and Semi-annual Progress Reports (Task 1).

INTERAGENCY COORDINATION, ROLES & RESPONSIBILITIES:

The **Maine Department of Environmental Protection** will administer project funding, serve as the project advisor and participate on the steering committee.

The **US Environmental Protection Agency** will provide project funding and guidance.

The **Cumberland County SWCD** will serve as the project sponsor and be responsible for the coordination and implementation of all project activities.

The **Little Sebago Lake Association** will participate on the steering committee, coordinate volunteer contacts for demonstration sites, advertise project activities through their newsletter, assist with town outreach, and provide \$5,000 in cash match.

Representatives from the **Towns of Windham and Gray** will serve on the steering committee; provide project updates at Town Council, Select Board, and Planning Board meetings; and facilitate presentations with each town. The towns will also contribute cash match toward the project. One of the towns will also provide payroll services and cover workman's compensation for the YCC program.

PROJECT OUTCOME:

1. Ten NPS sites treated with BMPs.
2. Establishment of the Little Sebago Lake Youth Conservation Corps (YCC).
3. Forty NPS sites addressed by the Little Sebago Lake YCC.

ENVIRONMENTAL RESULTS:

1. *Pollutants Controlled:* Sediment (tons/yr.) and phosphorus reduction (lbs/yr.) will be included in the project summary reports.
2. *Water Quality Improvement:* Improvement in lake water quality is a long-term measure of environmental results of NPS abatement in the watershed. The final project report will include a summary of the current status of water quality (water clarity and/or phosphorus; positive, negative or stable trend) in Little Sebago Lake.

PROJECT COORDINATOR:

Jami Fitch, Cumberland County SWCD
201 Main Street, Suite 6
Westbrook, ME 04092
(207) 856-2777
jami-fitch @me.nacdn.net.org

ESTIMATED TOTAL COST, FEDERAL & NON-FEDERAL SOURCES:

NPS Grant (319) - \$79,854; Nonfederal match - \$73,386; Total - \$153,240

Match Sources	Dollar Value Planned	
Town of Windham	\$2,000	in kind services
Town of Windham	\$4,810	in kind services
Town of Gray	\$5,650	in kind services/cash match ¹
Little Sebago Lake Association	\$5,000	cash match
Little Sebago Lake Association	\$8,129	in kind services
Citizen volunteers	\$4,097	in kind services
Donations / Non-federal Grant Funding for YCC second season	\$10,000	cash match
Construction - landowners & road associations for demos and YCC	\$30,700	in kind services/cash match
	\$73,386	

¹ Actual cash-match amount from the Town of Gray will be determined at the town meeting in July.

BUDGET INFORMATION:**Estimated Personnel Expenses**

Name/Title	Hourly Rate (salary + fringe)	Total Hours	Salary Costs
Project Coordinator	\$37	809	\$29,933
District Engineer	\$65	128	\$8,320
Total:			\$38,253

Budget Estimates by Cost Category

Category	Federal	Nonfederal Match	Total Cost
Salary & Fringe	\$38,253		\$38,253
Donated Services - Labor ²		\$13,136	\$13,136
Contracted Labor (YCC) ³	\$11,900	\$17,100	\$29,000
Indirect Costs ⁴	\$5,269		\$5,269
Supplies/Materials ⁵	\$2,850	\$17,200	\$20,050
Travel ⁶	\$2,332		\$2,332
Construction	\$19,250	\$25,950	\$45,200
Totals	\$79,854	\$73,386	\$153,240

² Donated Services = \$2,627 – Steering Committee meeting attendance; \$1,185 – Construction planning by residents, town road crews and road associations; \$4,683 – Town payroll services for YCC and Town officials and residents attendance at YCC tour; \$2,441 – Citizen volunteers participation in site visits and follow through with recommendations, LSLA assessment of residential improvements; \$2,200 – LSLA assistance with NEMO presentations to Town boards and preparation of newsletter.

³ Federal Contracted Labor = \$5,600 – YCC Crew Leader: 560 hours @ \$10/hour; \$6,300 – Five YCC Crew Members: 180 hours @ \$7/hour.
Match Contracted Labor = \$10,800 – YCC Director: 720 hours @ \$15/hour; \$6,300 – Five YCC Crew Members: 180 hours @ \$7.00/hour.

⁴ Indirect costs are not reflected in the task cost estimates. Indirect costs are 14% of direct staff expenditures, calculated per 40cfr guidelines.

⁵ Federal Supplies/Materials = \$550 – Printing and postage; \$100 – Photo developing; \$2,200– YCC tools (shovels, wheel barrow, pitch fork, rubber mallets, prybar, etc.)
Match Supplies/Materials = \$14,550 – Variety of materials for residential conservation practices; \$300 – Pontoon boat use; \$2,250 – Printing and postage.

⁶ Travel = 6,860 miles @ \$.34/mile.

Attachment: Candidate NPS Abatement Projects

When selecting sites for priority repair using NPS grant funds cost/benefit is considered. Sites under a normal maintenance and repair program (having an ongoing repair budget and schedule such as state or town-maintained roads or large privately-owned road systems) are less-preferred than other sites of equal condition/environmental need.

- a. **Deer Acres Road, Private Road - Gray** – (one high priority site) This private road has direct flow of sediment to a ditch and the lake from moderate and severe shoulder erosion, moderate surface erosion, a failing retaining wall and unstable inlets/outlets of culverts. Recommendations include lengthening the culverts, installing detention basins, stabilizing culvert inlets/outlets, replacing the retaining wall, installing ditches and paving a portion of the road. Engineering plans have been developed for this site. Construction Cost: \$16,950 (\$6,000 grant, \$10,950 match)
- b. **Aquilla & Arundel Roads - Gray** – (one high priority site) This site at the intersection of two private roads has unstable culvert inlets and outlets and direct flow of sediment to a stream. Recommendations include stabilizing culvert inlets and outlets and installing ditches with turnouts. Engineering plans will be developed for this site. Construction Cost: \$4,500 (\$2,250 grant, \$2,250 match)
- c. **Westwood Road, Town Road - Gray** – (one high priority site) This town road has one identified high priority site with direct flow of sediment to a stream from a large, unstable culvert. The stream's steep banks make this site difficult to fix. Recommendations include cutting back the stream bank and stabilizing the culvert inlet/outlet with the use of gabion baskets. Engineering plans will be developed for this site. Construction Cost: \$4,500 (\$2,250 grant, \$2,250 match)
- d. **Lake Avenue, Private Road - Windham** – (one medium priority site) This private road site has direct flow of sediment to the lake from moderate surface erosion. Recommendations include establishing a crown and resurfacing the road with reclaimed asphalt. Engineering designs will be developed for this site. Construction Cost: \$3,000 (\$1,500 grant, \$1,500 match)
- e. **Edgewater ROW(s) - Gray** – (one medium and one high priority site) These medium and high priority right-of-ways have direct flow of sediment to the lake due to moderate surface erosion and lack of buffer. Recommendations include resurfacing and grading the ROWs, installing broad-based dips and planting vegetation. Engineering plans have been developed for one site and will be developed for the second site. Construction Cost: \$6,000 (\$3,000 grant, \$3,000 match)
- f. **Northern Oaks Drive, Private Road - Gray** – (one high priority site) This private road has direct flow of sediment to a stream from road shoulder erosion. Recommendations include installing grass-lined and stone-lined ditches, turnouts and ditch aprons. Engineering designs have been developed for this site. Construction Cost: \$6,000 (\$3,000 grant, \$3,000 match)
- g. **Brown Cove Road, Residential Site - Windham** – (one high priority site) This residential site has severe surface erosion of bare soil with direct flow to the lake. High flows from the paved road and surrounding properties send large volumes of water through this property. Recommendations include terracing portions of the property, installing runoff diverters, vegetating the area and installing French drains to collect runoff. Construction Cost: \$2,500 (\$1,250 grant, \$1,250 match)
- h. **Mount Hunger Shore Road, Driveway - Windham** – (one medium priority site) This site has moderate erosion resulting from runoff from a steep, paved driveway above. Recommendations include lengthening the existing waterbars and installing runoff diverters to direct water to a rain garden. Engineering designs will be developed for this site.

APPENDIX #5

Agreement Number: _____
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Agreement to Purchase Services (319)

THIS AGREEMENT is made this ____ day of _____, _____, by and between the State of Maine, Department of ____Environmental Protection hereinafter called "Department", and _____ (_____) , located at _____, _____, Maine, (zip), telephone number 207-_____, hereinafter called "Provider", for the period from date of Agreement signing to (date). The Employer Identification Number of Provider is _____.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and furnished by the Department, Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and, in consultation with the Department, to perform the services, study, or projects described in Rider A, and under the terms within this Agreement, for project #_____, "_____". The following Riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Services to be Provided.
- Rider B - Method of Payment and Other Provisions.
- Rider C – Exceptions to Rider B
- Rider D – Certifications
- Rider G – Work Performed Abroad

IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this Agreement in six originals as of the day and year first above written.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____ Date: _____
_____, Commissioner

(NAME OF PROVIDER)

By: _____ Date: _____

Printed Name and Title of Provider's authorized representative:

Total Agreement Amount: \$ _____

Chair, State Purchases Review Committee

Approved:

State Controller

RIDER A
SPECIFICATIONS OF SERVICES TO BE PROVIDED

I. AGREEMENT SUMMARY

Funds are provided under this Agreement for the provision of funding a nonpoint source pollution control project to assess, plan for, and/or implement control strategies to prevent or reduce water pollution in Maine. The level of funding is detailed in Section III., Service Specifications/Performance Guidelines, below. The sources of funds and compliance requirements for this Agreement follow:

A. \$_____ from the federal Performance Partnership Grant, Catalog of Federal Domestic Assistance (CFDA) 66.605. Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with applicable provisions of “Uniform Administrative Requirements for Grants” 40 CFR Parts 30 or 31; with applicable federal OMB Circulars (see <http://www.whitehouse.gov/omb/circulars/index.html> for list of federal circulars); and with the terms of this Agreement.

II. REPORTING REQUIREMENTS

A. Progress Reports. Provider agrees to submit semi-annual Progress Report on each due date (November 15 and May 15) until the Department receives the Final Project Report. Progress reports summarize project activity in six month increments. The six month report periods are from November 1 to April 30 and May 1 to October 31. Progress Reports must be completed according to content and format guidelines described in the Department document, ‘NPS Grant Administrative Guidelines’. The Department will use Progress Reports to monitor Provider activities relating to the Project to help ensure that work is done according to this Agreement and that federal awards are used for authorized purposes.

B. Final Project Report. Provider agrees to submit to the Department a Final Project Report to document project work accomplishments, deliverables, funds expense and non-federal match. This report must be completed according to content and format guidelines described in the NPS Grant Administrative Guidelines.

C. Other Reports. Provider agrees to submit such other reports or information defined in the Project work plan as a “deliverable”, or as may be requested by the Agreement Administrator to reasonably fulfill the terms of this Agreement.

III. SERVICE SPECIFICATIONS / PERFORMANCE GUIDELINES

Provider agrees to conduct the activities and services described in the Project work plan #_____, “_____”, incorporated into this Agreement as “Attachment A” and also referenced as the “Project”, according to the following:

A. Work Plan. Provider is responsible for implementing the Project including all Project work plan tasks, schedules, costs, and deliverables.

B. Best Management Practices. When construction activities are required by the Project work plan, Provider will use Best Management Practices (BMPs) recommended by or otherwise acceptable to the Department.

C. Department Agreement Administrator. The Department will assign a staff person to serve as its Agreement Administrator to provide or coordinate Department consultation with Provider staff regarding Project implementation. This person will serve as the Department’s primary contact with Provider for Project activities. The Department’s Agreement Administrator may change at the discretion of the

Department as conditions warrant. In that event, the Department shall notify Provider of the change.

D. Provider Project Coordinator. Provider will assign an individual to serve as its Project Coordinator, to provide or coordinate Provider's consultation with the Department's Agreement Administrator regarding Project implementation. This Project Coordinator will serve as Provider's primary contact with the Department for Project activities and may be changed by Provider only with prior notice to the Department.

E. Acknowledgements. Provider shall acknowledge the Department and the USEPA in any materials, presentations, or press releases produced relative to the Project. Suggested wording for this purpose includes: "This _____ is funded in part by the Maine DEP through a USEPA Nonpoint Source Grant under Section 319 of the federal Clean Water Act".

IV. AUDIT REQUIREMENTS

Federal regulations stipulate that an audit is required for any subgrantee expensing more than \$500,000 in funds from all federal sources within a fiscal year (see Title 40, Chapter 1, Part 31, Subpart C, Section 31.26). Provider agrees to comply with this requirement. In the event that an audit is necessary relative to Section 31.26, Provider agrees to meet the audit requirements of that section and to submit a copy of the audit report to the Department. This audit report may be part of the organization's annual audit. In that event, the portion(s) of the audit report relating to the Project shall be highlighted so as to be readily located and assessed.

RIDER B **METHODS OF PAYMENT AND OTHER PROVISIONS**

1. **AGREEMENT AMOUNT** \$0.00

2. **PAYMENTS** Payments shall be administered as follows:

Department shall pay Provider for allowable and verifiable grant costs incurred for work performed on the Project. Department will issue a payment if Provider exhibits adequate compliance and performance according to terms of this Agreement.

Department shall furnish Provider with the Payment Request Form to be used for requesting reimbursement and /or advances as provided for in this rider.

a. Payment on Reimbursement Basis. Requests for reimbursement shall be made no more frequently than every thirty (30) days.

b. Payment on Advance Basis

i. Initial Advance. An initial advance may be made in the amount of the Provider's projected cash requirements, not to exceed 3 months.

ii. Interim Payments. After the initial advance, Provider agrees to submit the Payment Request Form as costs are incurred under this contract. Such requests shall report cumulative expenditures, cash on hand, and Provider's projected cash requirements for the next advance period. Provider may request payments no more frequently than monthly. An advance period shall be no greater than three (3) months. Advance payments are expected to be reasonably expended within the advance period.

c. Retained Funds. Department shall retain ten percent (10%) of the Agreement amount until the Project

is completed to its satisfaction. This retained amount shall be paid to Provider upon: 1.) Department's receipt and approval of Provider's request for payment for that amount; and 2.) Department's finding that the Final Project Report, all Project deliverables, and match documentation has been submitted and is satisfactory.

d. Records. Provider shall maintain records describing and verifying all Project expenses, and shall make these records available for review to the Department or its agent(s) upon reasonable prior notice.

3. **BENEFITS AND DEDUCTIONS** If Provider is an individual, Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that Provider, and any agents and employees of Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, invoices, correspondence and related submissions from Provider shall be submitted to the care of (name), who is designated as the Department's Agreement Administrator on behalf of the Department for this Agreement. See Rider A.III.C for more information regarding the Agreement Administrator.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of Agreements of employment between Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No sub-agreements or transfer of agreement shall in any case release Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, Provider agrees as follows:

- a. Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. Provider shall, in all solicitations or advertising for employees placed by or on behalf of Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with Agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. Provider shall cause the foregoing provisions to be inserted in any sub-agreement for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or sub-agreements for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of

the State Purchases Review Committee. Provider shall cause the foregoing provisions to be inserted in any sub-agreement for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or sub-agreements for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in Provider or any affiliate of Provider, without the written consent of the State Purchases Review Committee. Provider shall cause the foregoing provisions to be inserted in any sub-agreement for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or sub-agreements for standard commercial supplies or raw materials.

13. **WARRANTY** Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the

following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against Provider by any contractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the

time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider C
Exceptions to Rider B

RIDER D

CERTIFICATIONS

Certifications Provider hereby certifies that:

- A.) it and all persons associated with this Agreement, including persons or corporations who have critical influence on or control over the provision of services under this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. Provider shall ensure that this condition/certification is similarly applied in any sub-agreements for any work covered by this Agreement so that such provisions shall apply to and be binding upon each subcontractor;
- B.) any Project work performed by Provider or its subcontractors under an assistance agreement will include small businesses in rural areas (SBRAs) on the solicitation list; divide work into small tasks or quantities to allow maximum participation by SBRAs (where feasible); establish delivery schedules that encourage participation by SBRAs (where feasible); and use the services of the Small Business Administration and the Minority Business Development Agency, U.S. Dept. of Commerce (where feasible);
- C.) in procurement efforts using federal funds, Provider shall give preference to the purchase of recycled products;
- D.) it will ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the federal Hotel and Motel Fire Safety Act of 1990;
- E.) For procurement of services, it will include in all sub-agreement bid documents the applicable "fair share" objectives contained within the FY1998 (or as revised) Minority Business Enterprise (MBE)/ Women's Business Enterprise (WBE) agreement negotiated between EPA and the State of Maine;
- F.) it will abide by 40 CFR 31.34, which allows EPA a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, (1) the copyright in any work developed under a grant, sub-grant, or Agreement under a grant or sub-grant and (2) any rights of copyright to which a grantee, sub-awardee, or a contractor purchases ownership with grant support.
- G.) it will abide by 40 CFR Section 31.32 regarding disposition of equipment acquired using funds provided by this Agreement.
- H.) if the project involves procurement for construction of "treatment works", it will comply with the Davis-Bacon Act. 33 USC 1372 of the Clean Water Act applies locally prevailing wage rates (Davis-Bacon) to "treatment works for which grants are awarded under this Chapter." This provision, entitled, "Labor Standards," requires the Agency to apply Davis-Bacon wage rates to any grant awarded under the Clean Water Act for the construction of "treatment works." "Treatment works" is defined at 33 USC 1292(2)(A), to include "devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial sewage of a liquid nature.....". This definition, when read in whole, limits "treatment works" to sewage treatment projects.

Rider G

Provision of Contract Services by Foreign Nationals or Work Performed Abroad

The Maine Legislature has asked the Division of Purchases⁷ to determine the country where contracted services will be performed.

The following contract/amendment has been executed with the State of Maine.

1	Division of Purchases Contract Reference
2	Contractor Name
< highlight and enter the Name of the Contractor >	
3	Brief Contract Service Description
< highlight and enter a Brief Description of the Service Provided >	

So that we may comply with the Legislature's request, please provide responses to the following questions. To successfully complete the questionnaire be alert for follow-up entries if certain responses are made.

Please show your responses in the spaces provided. You may mark any box with ☒ using your computer, keyboard & mouse. Highlight the box (☐) with your cursor and type a lowercase "x." If additional entries are needed, type to the right of the mark (>) shown in questions 1 and 3.

1. Will any of the services described in the contract's scope of work be performed outside of the United States of America?

☐ No. *Go to Q.3.*

☐ Yes. *If "Yes," show in what country(ies) below and Continue w/ Q.2 and Q3.*

>

2. If you responded "Yes," above, who will perform any of the services described in the contract's scope of work?

☐ Citizens of the USA living abroad. ☐ Foreign nationals.

3. In what US state or foreign country is your firm incorporated?

>

Name of the Person Submitting the Information	Voice Phone Number

Thank you for completing this information.

Notification of Changes to the Information

A provision of the Resolve requires service providers to notify the Division of Purchases of any changes to this information.

⁷ Resolve, Chapter 16, First Special Session-2005.